

TRANSMITTAL SLIP

Date

1. office symbol, room number, building, Agency/Post)		Initials	Date
1.	EO/DDA	<i>[Signature]</i>	21/6
2.	ABDA		
3.	BDA		
4.			
5.	D/OIS		

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

CC'S: OGC, Chmn. SECOM, PPG/OS (830621)

Per instructions from [redacted] OIS, a copy of the attached has been sent to

with a note saying:

[redacted] will contact you to get representative names to attend the meeting."

Allen - but no more than two per attached memo!

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

EO/DDA

Room No.—Bldg.

Phone No.

5041-102

☆ GPO : 1982 O - 341-529 (120)

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206



DD/A Registry

83-0235/14

June 17, 1983

DD/A REGISTRY
FILE: 70-4

Mr. Harry E. Fitzwater
Deputy Director for Administration
Central Intelligence Agency
Washington, DC 20505

Dear Mr. Fitzwater:

On May 26, 1983, I submitted for your review and written comment three draft nondisclosure agreements designed to implement portions of National Security Decision Directive 84 (NSDD-84). By letter of June 2, 1983, I advised you of a change in the language of subparagraph 5(a) of the draft Sensitive Compartmented Information (SCI) agreement.

Based on the comments received and other relevant considerations, tentative decisions have been reached concerning the language of the final drafts and the procedures for agency implementation of these agreements. I enclose revised copies of the SCI and collateral agreements that reflect the changes in the language from the May 26 drafts, including the change in subparagraph 5(a) of the SCI agreement. I also enclose a list of these changes to simplify your review.

It has been tentatively decided to drop the standardized supplement to the collateral agreement that agency heads, at their option, could have included to require prepublication review for persons with collateral clearances only. Agencies that want to include such provisions should do so through the use of supplementary agency forms and concurrent internal regulations.

It has also been tentatively decided that the agreements will be mandatory for use by all agencies and independent offices that create or handle classified information, including SCI. However, the National Security Council (NSC) may grant a waiver for an agency to use an alternate SCI agreement, cleared by the Justice Department and the Information Security Oversight Office, if: (a) the agency's special operations require the use of an agreement that contains more stringent safeguarding provisions than those in the standardized forms; or (b) the agency's form contains safeguarding provisions that are at least as stringent as those in the standardized form and the internal implementation of the standardized agreement will result in a significant administrative burden on the agency. In addition, as provided in NSDD-84, an agency may request on the basis of a significant administrative burden that the use of the collateral agreement be limited to prospective access clearances.

2

To discuss the reasons behind these decisions and to advise you of the next steps in the promulgation of these agreements, there will be an interagency working group meeting on Tuesday, June 28, 1983, at 9:30 a.m., in the Indian Treaty Room (Room 474) of the Old Executive Office Building. Limited space requires that each agency send no more than two representatives, except as authorized by NSC's Ken deGraffenreid, who may be reached at 395-3334. The names of your representatives should also be cleared through Mr. deGraffenreid's office no later than June 24, 1983.

Sincerely,

A handwritten signature in cursive script, reading "Steven Garfinkel".

STEVEN GARFINKEL
Director

Enclosures

Page Denied

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

ITEM NO.	PARAGRAPH	LINE OF 5/26/83 DRAFT	LINE OF CURRENT DRAFT	CHANGE MADE
1	1	3/4	3	Deleted "protected within Special Access Programs, hereinafter referred to" and added the word "known" after the word "information"
2	5	10	10/11	Deleted the word "information" and added the words "intelligence reports or estimates" after the word "classified"
3	5	11	12	Deleted the word "data"
4	5	18	19	Added the words "or materials" between the words "information" and "with"
5	5	19	20	Changed the word "it" to read "them"
6	5	20	22	Changes the sequence of "materials or information" to read "information or materials"
7	10	9	9	Deleted the words "United States Government"
8	11	2/3	2	Deleted the words "Department or Agency that last granted me either a security clearance or an SCI access approval" and added the words "United States Government" after the word "the"
9	NEW SECTION - SECURITY BRIEFING/DEBRIEFING ACKNOWLEDGMENT			

DRAFT

JUN 17 1988

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name-Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations
2 contained in this Agreement in consideration of my being granted
3 access to information known as Sensitive Compartmented Information
4 (SCI). I have been advised that SCI involves or derives from
5 intelligence sources or methods and is classified or classifiable
6 under the standards of Executive Order 12356 or other Executive
7 order or statute. I understand and accept that by being granted
8 access to SCI, special confidence and trust shall be placed in me by
9 the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination
2 concerning the nature and protection of SCI, including the procedures
3 to be followed in ascertaining whether other persons to whom I
4 contemplate disclosing this information have been approved for
5 access to it, and I understand these procedures. I understand that
6 I may be required to sign subsequent agreements upon being granted
7 access to different categories of SCI. I further understand that
8 all my obligations under this Agreement continue to exist whether or
9 not I am required to sign such subsequent agreements.

1 3. I have been advised that direct or indirect unauthorized disclosure,
2 unauthorized retention, or negligent handling of SCI by me could
3 cause irreparable injury to the United States or be used to advantage
4 by a foreign nation. I hereby agree that I will never divulge such
5 information unless I have officially verified that the recipient
6 has been properly authorized by the United States Government to
7 receive it or I have been given prior written authorization from
8 the United States Government Department or Agency (hereinafter
9 Department or Agency) that last granted me either a security clearance
10 or an SCI access approval that such disclosure is permitted.

1 4. I further understand that I am obligated by law and regulation
2 not to disclose any classified information in an unauthorized fashion.
3 As used in this Agreement, classified information is information
4 that is classified under the standards of E.O. 12356, or any other
5 Executive order or statute that prohibits the unauthorized disclosure
6 of information in the interest of national security.

1 5. In consideration of being granted access to SCI and of being
2 assigned or retained in a position of special confidence and trust
3 requiring access to SCI and other classified information, I hereby
4 agree to submit for security review by the Department or Agency
5 that last granted me either a security clearance or an SCI access
6 approval all materials, including works of fiction, that I contemplate
7 disclosing to any person not authorized to have such information,

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JUN 17 1983

8 or that I have prepared for public disclosure, which contain or
9 purport to contain:

- 10 (a) any SCI or other classified intelligence reports or
- 11 estimates; or
- 12 (b) any discussion of intelligence activities, sources
- 13 or methods to which I had access in the course of my
- 14 employment, contract or other relationship with the
- 15 United States Government.

16 I understand and agree that my obligation to submit such information
17 and materials for review applies during the course of my access to
18 SCI and at all times thereafter, and I agree to make any required
19 submissions prior to discussing the information or materials with,
20 or showing them to anyone who is not authorized to have access to
21 such information. I further agree that I will not disclose such
22 information or materials unless I have officially verified that the
23 recipient has been properly authorized by the United States Government
24 to receive it or I have been given written authorization from the
25 Department or Agency that last granted me either a security clearance
26 or an SCI access approval that such disclosure is permitted.

1 6. I understand that the purpose of the review described in paragraph 5
2 is to give the United States a reasonable opportunity to determine
3 whether the information or materials submitted pursuant to paragraph 5
4 set forth any SCI or other information that is subject to classification
5 under E.O. 12356 or other Executive order or statute that prohibits
6 the unauthorized disclosure of information in the interest of national
7 security. I further understand that the Department or Agency to
8 which I have submitted materials will act upon them, coordinating
9 with the Intelligence Community or other agencies when appropriate,
10 and substantively respond to me within 30 working days from date of
11 receipt.

1 7. I have been advised that any breach of this Agreement may result
2 in the termination of any security clearances and SCI access approvals
3 that I may hold; removal from any position of special confidence
4 and trust requiring such clearances or access approvals; as well
5 as the termination of my employment or other relationships with
6 the Departments or Agencies that granted my security clearances or
7 SCI access approvals. In addition, I have been advised that any
8 unauthorized disclosure of SCI or other classified information by me
9 may constitute violations of United States criminal laws, including
10 the provisions of Sections 793, 794, 798, and 952, Title 18, United
11 States Code, and of Section 783(b), Title 50, United States Code, and
12 the provisions of the Intelligence Identities Protection Act of 1982.
13 Nothing in this Agreement constitutes a waiver by the United States
14 of the right to prosecute me for any statutory violation.

1 8. In addition, I hereby assign to the United States Government
2 all rights, title and interest, and all royalties, remunerations,
3 and emoluments that have resulted, will result, or may result
4 from any disclosure, publication, or revelation not consistent
5 with the terms of this Agreement.

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DM-17-1033

1 9. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but not
3 limited to, application for a court order prohibiting disclosure of
4 information in breach of this Agreement. I have been advised that the
5 action can be brought against me in any of the several appropriate
6 United States District Courts where the United States Government may
7 elect to file the action. Court costs and reasonable attorneys fees
8 incurred by the United States Government may be assessed against me
9 if I lose such action.

1 10. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property
3 of the United States Government. I do not now, nor will I ever,
4 possess any right, interest, title, or claim whatsoever to such
5 information. I agree that I shall return all materials which may
6 have come into my possession or for which I am responsible because
7 of such access, upon demand by an authorized representative of the
8 United States Government or upon the conclusion of my employment or
9 other relationship with the Department or Agency that last granted
10 me either a security clearance or an SCI access approval. If I do
11 not return such materials upon request, I understand that this may
12 be a violation of Section 793, Title 18, United States Code, a
13 United States criminal law.

1 11. Unless and until I am released in writing by an authorized
2 representative of the United States Government, I understand that
3 all conditions and obligations imposed upon me by this Agreement
4 apply during the time I am granted access to SCI and at all times
5 thereafter.

1 12. Each provision of this Agreement is severable. If a court should
2 find any provision of this Agreement to be unenforceable, all other
3 provisions of this Agreement shall remain in full force and effect.

1 13. I have read this Agreement carefully and my questions, if any,
2 have been answered to my satisfaction. I acknowledge that the
3 briefing officer has made available Sections 793, 794, 798, and 952
4 of Title 18, United States Code, Section 783(b) of Title 50, United
5 States Code, the Intelligence Identities Protection Act of 1982, and
6 Executive Order 12356 so that I may read them at this time, if I so
7 choose.

1 14. I make this Agreement without any mental reservation or purpose
2 of evasion.

SIGNATURE

DATE

SOCIAL SECURITY NUMBER
(SEE NOTICE BELOW)

ORGANIZATION

DRAFT
JUN 17 1963

- 1 The execution of this Agreement was witnessed by the undersigned,
- 2 who accepted it on behalf of the United States Government as a
- 3 prior condition of access to Sensitive Compartmented Information.

WITNESS and ACCEPTANCE:

SIGNATURE

DATE

ORGANIZATION

SECURITY BRIEFING ACKNOWLEDGEMENT

I hereby acknowledge that I was briefed on the following SCI Special Access Program(s):

(Special Access Programs by Initials Only)

Signature of Individual Briefed

Date Briefed

Printed or Typed Name

Social Security Number (See Notice Below)

Organization (Name and Address)

I certify that the above SCI access(es) were approved in accordance with relevant SCI procedures and that the briefing presented by me on the above date was also in accordance therewith.

Signature of Briefing Officer

Printed or Typed Name

Organization (Name and Address)

Social Security Number (See Notice Below)

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JUN 17 1983

SECURITY DEBRIEFING ACKNOWLEDGEMENT

Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the following SCI Special Access Program(s):

(Special Access Programs by Initials Only)

Signature of Individual Debriefed

Date Debriefed

Printed or Typed Name

Social Security Number (See Notice
Below)

Organization (Name and Address)

I certify that the debriefing presented by me on the above date was in accordance with relevant SCI procedures.

Signature of Debriefing Officer

Printed or Typed Name

Organization (Name and Address)

Social Security Number (See Notice
Below)

- 1 NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal
- 2 agencies inform individuals, at the time information is solicited
- 3 from them, whether the disclosure is mandatory or voluntary, by
- 4 what authority such information is solicited, and what uses will
- 5 be made of the information. You are hereby advised that authority
- 6 for soliciting your Social Security Account Number (SSN) is Executive
- 7 Order 9397. Your SSN will be used to identify you precisely when
- 8 it is necessary to 1) certify that you have access to the information
- 9 indicated above or 2) determine that your access to the information
- 10 indicated has terminated. Although disclosure of your SSN is not
- 11 mandatory, your failure to do so may impede the processing of such
- 12 certifications or determinations.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

[illegible]

DRAFT**JUN 17 1983****CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT**

An Agreement Between _____ and the United States
(Name-Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations
2 contained in this Agreement in consideration of my being granted
3 access to classified information. As used in this Agreement, classified
4 information is information that is classified or classifiable under
5 the standards of Executive Order 12356, or any other Executive order
6 or statute that prohibits the unauthorized disclosure of information
7 in the interest of national security. I understand and accept that
8 by being granted access to classified information, special confidence
9 and trust shall be placed in me by the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination
2 concerning the nature and protection of classified information,
3 including the procedures to be followed in ascertaining whether
4 other persons to whom I contemplate disclosing this information have
5 been approved for access to it, and I understand these procedures.

1 3. I have been advised that direct or indirect unauthorized disclosure,
2 unauthorized retention, or negligent handling of classified information
3 by me could cause irreparable injury to the United States or be used
4 to advantage by a foreign nation. I hereby agree that I will never
5 divulge such information unless I have officially verified that
6 the recipient has been properly authorized by the United States
7 Government to receive it or I have been given prior written authorization
8 from the United States Government Department or Agency (hereinafter
9 Department or Agency) that last granted me a security clearance
10 that such disclosure is permitted. I further understand that I am
11 obligated by law and regulation not to disclose any classified
12 information in an unauthorized fashion.

1 4. I have been advised that any breach of this Agreement may result
2 in the termination of any security clearances I may hold; removal
3 from any position of special confidence and trust requiring such
4 clearances; as well as the termination of my employment or other
5 relationships with the Departments or Agencies that granted my security
6 clearances. In addition, I have been advised that any unauthorized
7 disclosure of classified information by me may constitute violations
8 of United States criminal laws, including the provisions of Sections 793,
9 794, 798, and 952, Title 18, United States Code, Section 783(b),
10 Title 50, United States Code, and the provisions of the Intelligence
11 Identities Protection Act of 1982. Nothing in this Agreement constitutes
12 a waiver by the United States of the right to prosecute me for any
13 statutory violation.

1 5. In addition, I hereby assign to the United States Government any
2 rights, title and interest, and all royalties, remunerations, and
3 emoluments that have resulted, will result or may result from any
4 disclosure, publication, or revelation not consistent with the
5 terms of this Agreement.

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JUN 17 1983

1 6. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but
3 not limited to, application for a court order prohibiting disclosure
4 of information in breach of this Agreement. I have been advised
5 that the action can be brought against me in any of the several
6 appropriate United States District Courts where the United States
7 Government may elect to file the action. Court costs and reasonable
8 attorneys fees incurred by the United States Government may be
9 assessed against me if I lose such action.

1 7. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property
3 of the United States Government. I do not now, nor will I ever,
4 possess any right, interest, title, or claim whatsoever to such
5 information. I agree that I shall return all materials, which may
6 have come into my possession or for which I am responsible because
7 of such access, upon demand by an authorized representative of the
8 United States Government or upon the conclusion of my employment or
9 other relationship with the Department or Agency that last granted
10 me a security clearance. If I do not return such materials upon
11 request, I understand that this may be a violation of Section 793,
12 Title 18, United States Code, a United States criminal law.

1 8. Unless and until I am released in writing by an authorized
2 representative of the United States Government, I understand that
3 all conditions and obligations imposed upon me by this Agreement
4 apply during the time I am granted access to classified information,
5 and at all times thereafter.

1 9. Each provision of this Agreement is severable. If a court
2 should find any provision of this Agreement to be unenforceable, all
3 other provisions of this Agreement shall remain in full force and
4 effect.

1 10. I have read this Agreement carefully and my questions, if
2 any, have been answered to my satisfaction. I acknowledge that
3 the briefing officer has made available Sections 793, 794, 798, and
4 952 of Title 18, United States Code, Section 783(b) of Title 50,
5 United States Code, the Intelligence Identities Protection Act
6 of 1982, and Executive Order 12356, so that I may read them at this
7 time, if I so choose.

1 11. I make this Agreement without any mental reservation or purpose
2 of evasion.

SIGNATURE_____
DATE_____
SOCIAL SECURITY NUMBER
(SEE NOTICE BELOW)_____
ORGANIZATION

DRAFT

JUN 17 1983

- 1 The execution of this Agreement was witnessed by the undersigned,
- 2 who accepted it on behalf of the United States Government as a prior
- 3 condition of access to classified information.

WITNESS and ACCEPTANCE:

SIGNATURE

DATE

ORGANIZATION

- 1 NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal
- 2 agencies inform individuals, at the time information is solicited
- 3 from them, whether the disclosure is mandatory or voluntary, by what
- 4 authority such information is solicited, and what uses will be made
- 5 of the information. You are hereby advised that authority for
- 6 soliciting your Social Security Account Number (SSN) is Executive
- 7 Order 9397. Your SSN will be used to identify you precisely when it
- 8 is necessary to 1) certify that you have access to the information
- 9 indicated above or 2) determine that your access to the information
- 10 indicated has terminated. Although disclosure of your SSN is not
- 11 mandatory, your failure to do so may impede the processing of such
- 12 certifications or determinations.